

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

TANGLE, INC.,

Plaintiffs,

V.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON
SCHEDULE A HERETO,

Defendants.

Case No.: 1:21-cv-09352

PRELIMINARY INJUNCTION ORDER

THIS MATTER comes before the Court on Plaintiff TANGLE, INC.’s application, brought by way of Order to Show Cause, for entry of a Preliminary Injunction (the “Application”) against the Defendants identified on Amended Schedule A to the Complaint (collectively, the “Defendants”), which is attached here as Exhibit A, and using at least the domain names identified in the Amended Schedule A (the “Defendant Domain Names”) and the online marketplace accounts identified in the Amended Schedule A (the “Online Marketplace Accounts”); and

THE COURT having reviewed the papers in support of and in opposition to the Application (if any); and the Court having found that Plaintiff meets the criteria for entry of preliminary injunctive relief; and

This Court further finds that it has personal jurisdiction over the Defendants because the Defendants directly target their business activities toward consumers in the United States, including New York, offering to sell and ship products into this Judicial District. Specifically, Defendants are reaching out to do business with New York residents by operating one or more

commercial, interactive Internet Stores through which New York residents can purchase products bearing counterfeit versions of the TANGLE products incorporating the TANGLE Trademark, U.S. Trademark Registration No. 1779055 and/or the TANGLE copyrights, being at least U.S. Copyright Office Registration Nos. VA 120-368, VA 1-232-933, VA 1-271-045, VAu35-392, VAu 35-391, VAu 35-390, VAu 35-389, VAu 35-388, VAu 35-387 (collectively, “the TANGLE Copyright Registrations”); and

THIS COURT having determined that the evidence submitted in support of the Application establishes Plaintiff has a likelihood of success on the merits; that no remedy at law exists; and that Plaintiff will suffer irreparable harm if the injunction is not granted including for example

1. Through the Declarations of Michael Yellin and Richard Zawitz and accompanying evidence, Plaintiff has proved a prima facie case of trademark infringement because (1) the TANGLE Trademark is a distinctive mark and registered with the U.S. Patent and Trademark Office on the Principal Register, (2) Defendants are not licensed or authorized to use the TANGLE Trademark, and (3) Defendants’ use of the TANGLE Trademark is causing a likelihood of confusion as to the origin or sponsorship of Defendants’ products with Plaintiff; and
2. Plaintiff has also proved a prima face case of copyright infringement because Defendants have copied Plaintiff’s copyrights for the TANGLE products without Plaintiff’s consent; and
3. Defendants’ continued and unauthorized use of the TANGLE Trademark and copyrights irreparably harms Plaintiff through diminished goodwill and brand

confidence, damage to Plaintiff's reputation, loss of exclusivity, and loss of future sales.

4. Monetary damages fail to address such damage and, therefore, Plaintiff has an inadequate remedy at law; and
5. The public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by Defendants' actions; and

THIS COURT having determined, therefore, that injunctive relief previously granted in the Temporary Restraining Order ("**TRO**") on November 15, 2021 [Dkt. No. 14] should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under the Federal Rule of Civil Procedure 65;

NOW THEREFORE, on this Seventeenth day of December, 2021, this Court **ORDERS** that:

1. Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be temporarily enjoined and restrained from:

- a. Using Plaintiff's TANGLE Trademark, copyrights, or any reproductions, counterfeit copies, or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine TANGLE product or not authorized by Plaintiff to be sold in connection with Plaintiff's TANGLE Trademark and/or copyrights;

- b. Passing off, inducing, or enabling others to sell or pass off any product as a genuine TANGLE product or any other product produced by Plaintiff, that is not Plaintiff's or not

produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under the Plaintiff's TANGLE Trademark and/or copyrights;

c. Committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;

d. Further infringing the Plaintiff's TANGLE Trademark and/or copyrights and damaging Plaintiff's goodwill;

e. Shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's TANGLE Trademark and/or copyrights or any reproductions, counterfeit copies, or colorable imitations thereof;

f. Using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Defendant Domain Names, or any other domain name or online marketplace account that is being used to sell or is the means by which Defendants could continue to sell counterfeit TANGLE products; and

g. Operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the Plaintiff's TANGLE Trademark and/or copyrights or any reproductions, counterfeit copies, or colorable imitations thereof that is not a genuine TANGLE product or not authorized by Plaintiff to be sold in connection with the Plaintiff's TANGLE Trademark and/or copyrights.

2. Each Defendant, within fourteen (14) days after receiving notice of this Order, shall serve upon Plaintiff a written report under oath providing: (a) their true name and physical address, (b) all websites and online marketplace accounts on any platform that they own and/or operate (c) their financial accounts, including all Amazon, PayPal, Payoneer, LianLian, AllPay, Ping Pong, Coinbase, Union Mobile, and eBay accounts, and (d) the steps taken by each Defendant to comply with paragraph 1, a through h, above.

3. The domain name registries for the Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, within three (3) business days of receipt of this Order or prior to expiration of this Order, whichever date shall occur first, shall disable the Defendant Domain Names and make them inactive and untransferable until further ordered by this Court.

4. Those in privity with Defendants and with actual notice of this Order, including any online marketplaces such as Amazon, Wish, DHGate, AliExpress, and eBay, social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing, and Yahoo, web hosts for the Defendant Domain Names, and domain name registrars, shall within three (3) business days of receipt of this Order:

a. disable and cease providing services for any accounts through which Defendants engage in the sale of counterfeit and infringing goods using the TANGLE Trademark and/or copyrights, including any accounts associated with the Defendants listed on the Amend Schedule A;

b. disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the TANGLE Trademark and/or copyrights; and

c. take all steps necessary to prevent links to the Defendant Domain Names identified on the Amended Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Domain Names from any search index.

5. Defendants and any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of Defendants' websites at the Defendant Domain Names or other websites operated by Defendants, including, without limitation, any online marketplace platforms such as Amazon, Wish, DHGate, AliExpress, and eBay, Facebook, Internet Service Providers ("ISP"), web hosts, back-end service providers, web designers, sponsored search engine or ad-word providers, banks, merchant account providers, including Amazon, PayPal, Payoneer, LianLian, AllPay, Ping Pong, Coinbase, Union Mobile, and eBay, third party processors and other payment processing service providers, shippers, and domain name registrars (collectively, the "Third Party Providers") shall, within ten (10) business days after receipt of such notice, provide to Plaintiff expedited discovery, including copies of all documents and records in such person's or entity's possession or control relating to:

a. The identities and locations of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information;

b. The nature of Defendants' operations and all associated sales and financial information, including, without limitation, identifying information associated with the Online Marketplace Accounts, the Defendant Domain Names, and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplace Accounts and Defendant Domain Names;

c. Defendants' websites and/or any Online Marketplace Accounts;

d. The Defendant Domain Names or any domain name registered by Defendants; and

e. Any financial accounts owned or controlled by Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, Amazon, PayPal, Payoneer, LianLian, AllPay, Ping Pong, Coinbase, Union Mobile, and eBay, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

6. Defendants and any persons in active concert or participation with them who have actual notice of this Order shall be temporarily restrained and enjoined from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.

7. Western Union shall, within five (5) business days of receipt of this Order, block any Western Union money transfers and funds from being received by the Defendants identified in Amended Schedule A until further ordered by this Court.

8. Amazon, Wish, DHGate, AliExpress, and eBay shall, within five (5) business days of receipt of this Order, for any Defendant or any of Defendants' Online Marketplace Accounts or websites:

a. Locate all accounts and funds connected to and related to Defendants, Defendants' Online Marketplace Accounts or Defendants' websites, including, but not limited to, any Amazon, PayPal, Payoneer, LianLian, AllPay, Ping Pong, Coinbase, Union Mobile, and eBay accounts connected to and related to the information listed in Amended Schedule A to the Complaint; and

b. Restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.

9. Any banks, savings and loan associations, payment processors, or other financial institutions, for any Defendant or any of Defendants' Online Marketplace Accounts or websites, shall within five (5) business days of receipt of this Order:

a. Locate all accounts and funds connected to Defendants, Defendants' Online Marketplace Accounts or Defendants' websites, including, but not limited to, any accounts connected to the information listed in the Amended Schedule A to the Complaint; and

b. Restrain and enjoin such accounts from receiving, transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.

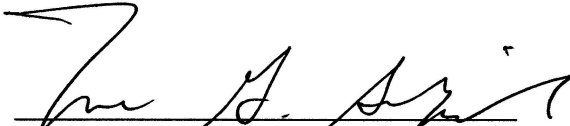
10. Plaintiff may provide notice of these proceedings to Defendants by electronically publishing a link to the Complaint, this Order and other relevant documents on a website or by sending an e-mail to all e-mail addresses identified by Plaintiff and any e-mail addresses provided for Defendants by third parties that includes a link to said website. The combination of providing notice via electronic publication or e-mail, along with any notice that Defendants receive from domain name registrars and payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.

11. Plaintiffs' Amended Schedule A to the Complaint, Exhibit 2 to the Declaration of Richard Zawitz and the TRO shall become unsealed.

12. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two days' notice to Plaintiff or on shorter notice as set by this Court.

13. The fifteen-thousand dollars (\$15,000.00) bond posted by Plaintiff shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

Dated: December 17, 2021



LORNA G. SCHOFIELD
UNITED STATES DISTRICT JUDGE

EXHIBIT A

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

TANGLE INC.,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS, LIMITED
LIABILITY COMPANIES, PARTNERSHIPS, AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE A HERETO,

Defendants.

Case No.: 1:21-cv-09352-LGS

Amended

SCHEDULE A TO COMPLAINT – PROVISIONALLY FILE UNDER SEAL

No.	Defendants	Defendants Online Marketplace(s)
1.	DZ Official Store	http://www.aliexpress.com/store/1005002797588535
2.	AEXWJ TOY	https://www.aliexpress.com/store/910353356
3.	Bestwin	https://www.aliexpress.com/store/4653013
4.	BiAiBiYi	https://www.aliexpress.com/store/912174985
5.	cataleya	https://www.aliexpress.com/store/4434001
6.	Ct-Children's	https://www.aliexpress.com/store/900239321
7.	DGFC TOY	https://www.aliexpress.com/store/5870652
8.	DL 3Cfactory	https://www.aliexpress.com/store/5711030
9.	Genvue	https://www.aliexpress.com/store/912059651
10.	Goldtoy	https://www.aliexpress.com/store/911935648
11.	Grapefruit flavour	https://www.aliexpress.com/store/911040008
12.	GULU	https://www.aliexpress.com/store/911300089
13.	<i>INTENTIONALLY OMITTED</i>	<i>INTENTIONALLY OMITTED</i>
14.	Huang Neeky	https://www.aliexpress.com/store/4289045
15.	Jane Loving	https://www.aliexpress.com/store/2962179
16.	Kayla Purplegrape	https://www.aliexpress.com/store/5109078
17.	Kidsmoon	https://www.aliexpress.com/store/5593413

No.	Defendants	Defendants Online Marketplace(s)
18.	Leconi Toy	https://www.aliexpress.com/store/4450028
19.	Light up the childhood	https://www.aliexpress.com/store/912020136
20.	Lovelybabymoon Factory	https://www.aliexpress.com/store/911602293
21.	MadeInChinaYGF	https://www.aliexpress.com/store/911142139
22.	Maloo Toy	https://www.aliexpress.com/store/3455001
23.	Mommy's Flavour Mother and Baby	https://www.aliexpress.com/store/911771290
24.	motherbaby buyer	https://www.aliexpress.com/store/5039285
25.	Muxin ToyBox	https://www.aliexpress.com/store/911603778
26.	Outplay	https://www.aliexpress.com/store/911870076
27.	RZC kids Toy	https://www.aliexpress.com/store/5741031
28.	sahdjfghj	https://www.aliexpress.com/store/912225166
29.	Shop4046058	https://www.aliexpress.com/store/4046058
30.	Shop4873033	https://www.aliexpress.com/store/4873033
31.	Shop911257425	https://www.aliexpress.com/store/911257425
32.	Shop911391083	https://www.aliexpress.com/store/911391083
33.	Shop911416625	https://www.aliexpress.com/store/911416625
34.	Shop911418068	https://www.aliexpress.com/store/911418068
35.	Shop911464053	https://www.aliexpress.com/store/911464053
36.	Shop911536135	https://www.aliexpress.com/store/911536135
37.	Shop911573018	https://www.aliexpress.com/store/911573018
38.	Tasteful Party	https://www.aliexpress.com/store/5079237
39.	The first Children Toy	https://www.aliexpress.com/store/910640057
40.	TOBEFU	https://www.aliexpress.com/store/4836210
41.	wild kid	https://www.aliexpress.com/store/2664036
42.	wuzun	https://www.aliexpress.com/store/911931028
43.	Coffee-time	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=1&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&protocol=current&seller=ABTJH59DSJ4AE&sshPath=
44.	Longtous	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&protocol=current&seller=A1Y96VML4RNQ3&sshPath=
45.	Overvloedi	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=1&isCBA=&marketplaceID=ATVPDKIKX0DER&orderID=&protocol=current&seller=A1782YPG2VFHDC&sshPath=
46.	Qozearyv	https://www.amazon.com/sp?_encoding=UTF8&asin=&isAmazonFulfilled=&isCBA=&marketplaceID=AT

No.	Defendants	Defendants Online Marketplace(s)
		VPDKIKX0DER&orderID=&protocol=current&seller=A6FTVQBWGJZD8&sshPath=
47.	Yangerfu	https://www.amazon.de/-/en/sp?marketplaceID=A1PA6795UKMFR9&seller=A3GPV032VWS4DV&isAmazonFulfilled=1&ref=dp_merchant_link
48.	andrewho	https://www.dhgate.com/store/20945342
49.	aner0712	https://www.dhgate.com/store/21670259
50.	Cinderelladress	https://www.dhgate.com/store/14772863
51.	cwmsports	https://www.dhgate.com/store/21531208
52.	dribehance	https://www.dhgate.com/store/20674395
53.	hirohome	https://www.dhgate.com/store/21620785
54.	hy_dance	https://www.dhgate.com/store/21566332
55.	Janner	https://www.dhgate.com/store/21641952
56.	jubaopen08	https://www.dhgate.com/store/21703935
57.	jubaopen09	https://www.dhgate.com/store/21703939
58.	kidstoys_wholesale	https://www.dhgate.com/store/21554226
59.	newtoywholesale	https://www.dhgate.com/store/21645273
60.	octopus_wholesale	https://www.dhgate.com/store/21650392
61.	one-stopos Wedding Dress manufacturer	https://www.dhgate.com/store/14499063
62.	onlystore101	https://www.dhgate.com/product/tiktok-colorful-tangle-fidget-toys-globbles/723686828.html
63.	tangchao11	https://www.dhgate.com/product/snap-autism-wacky-puzzles-and-click-fidget/725494580.html
64.	topbriliant2020	https://www.dhgate.com/store/21212538
65.	topkmall	https://www.dhgate.com/store/21633236
66.	toys_wholesales	https://www.dhgate.com/store/21700964
67.	toyspro	https://www.dhgate.com/store/21582391
68.	wf245347	https://www.dhgate.com/store/20997200
69.	wholesalestores2021	https://www.dhgate.com/product/pop-tube-tangle-fidget-sensory-squeeze-toy/725673523.html
70.	yunhai_wholesale_toy	https://www.dhgate.com/store/21713760
71.	cmltdbartz71_2	https://www.ebay.com/usr/cmltdbartz71_2
72.	Dibibi	https://www.wish.com/merchant/5b30ca34eae8b454de3db60b
73.	eThrif	https://www.wish.com/merchant/608aa03eb4cbfc5a93cc1c40
74.	FYMZ	https://www.wish.com/merchant/5927c9afad892764446f23f2

No.	Defendants	Defendants Online Marketplace(s)
75.	JiangJiang0	https://www.wish.com/merchant/5dfddccc5355971280f784ee
76.	jiquanchengmmla	https://www.wish.com/merchant/5f9a64a3590483a315f85628
77.	Kevin cat	https://www.wish.com/merchant/5d40380172b0c92ff975349b
78.	LifestyleDepartment	https://www.wish.com/merchant/5f0b503bb84da0faf2aaa1a1
79.	liushihang73734	https://www.wish.com/merchant/6057029af01af49a71db7c62
80.	Mustay	https://www.wish.com/merchant/5f8d25f0db0534da0a59bb96
81.	the spray is all washed out	https://www.wish.com/merchant/608296c9a59109d73e4bac6d
82.	Weirongyu	https://www.wish.com/merchant/60502508c5b9290e0531ac40
83.	Yolie	https://www.wish.com/merchant/5b696381aa1d271440989972
84.	Young world of Kailin	https://www.wish.com/merchant/5eead826059bf518da5e6e2f
85.	zhanghuarongpoos	https://www.wish.com/merchant/5f8c0b8b19a61a5b02f6c577